



Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue
Lakewood, CO 80228

May 1, 2006

In Reply Refer To: HFAC-16

All Interested Offerors

Subject: Contract DTFH68-06-R-00008

The enclosed Request for Proposals (RFP) addresses the need for the development of a new software application, the Engineer's Estimating, Bidding, Award, and Construction software program (EEBACS). Please review all of the requirements including the appendices to the Scope of Work which are attached to the RFP.

Please take particular note of the following provision of the RFP:

- RFP includes FAR 52.227-14 clause, Rights in Data. As an aid in determining which Alternate of this clause to include in any resulting contract, the offeror shall complete the certification found in paragraph K.3 in Section K of the RFP. This allows offerors to state if they are offering software with limited or restricted rights.
- Carefully review sections L and M of the RFP as to the requirements of your technical and business proposals.
- Please note that an IT Security Plan is also required to be developed within 30 days after contract award (TAR clause 1252.239-70).
- Proposals are due at the designated office by 2:00pm, June 1, 2006.

A pre-proposal conference is scheduled on May 17, 2006 at the address listed above. The conference will begin at 8:30am and should conclude by 12:30pm. Government personnel will provide an overview of the requirements of the EEBACS software. We will also explain the best value procurement process to be used for this project. There will be time for a question and answer session with attendees and a summary of all questions and answers will be provided by amendment to the RFP.

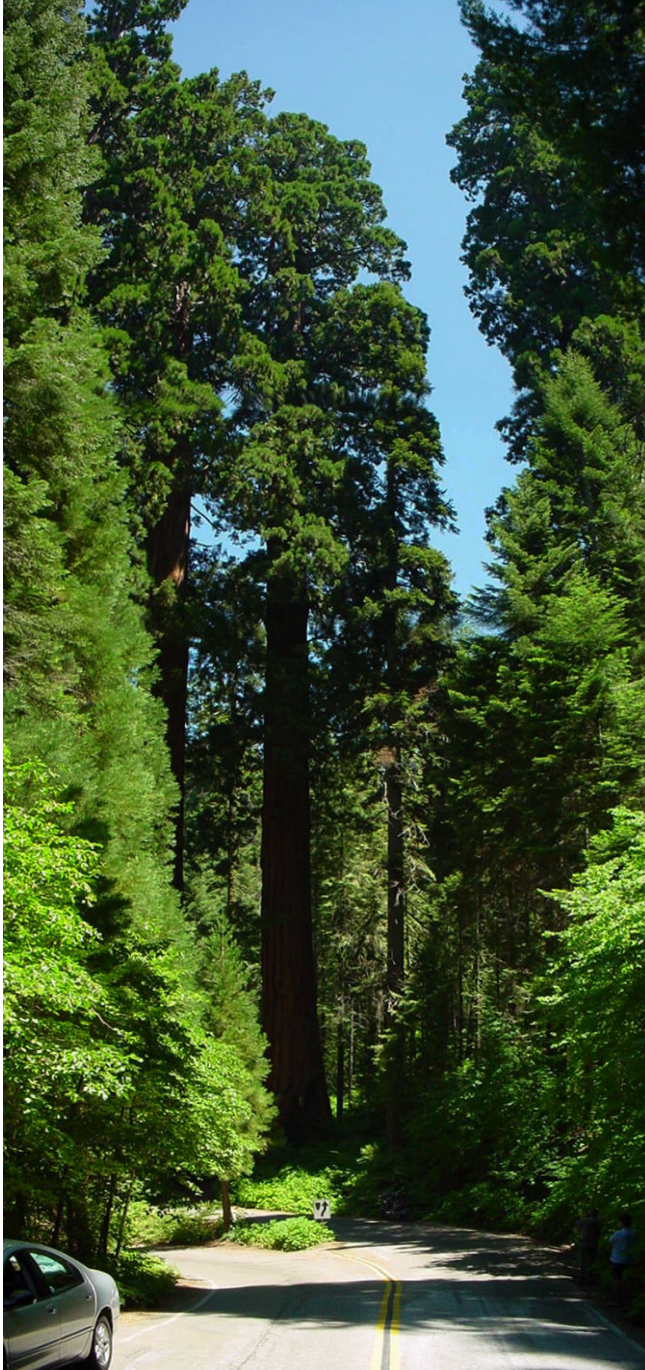
Any questions or comments regarding this contract should be directed to John Hunt/PWT contractor at (720) 963-3352 or john.hunt@fhwa.dot.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward S. Hammontree", with a long horizontal flourish extending to the right.

Edward S. Hammontree, P.E.
Contracting Officer

Enclosures



**REQUEST FOR
PROPOSALS
DTFH68-06-R-00008**

**ENGINEER'S
ESTIMATING, BIDDING,
AWARD, AND
CONSTRUCTION
SYSTEM SOFTWARE
DEVELOPMENT**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)				6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				8. ADDRESS OFFER TO (If other than Item 7)			
CODE							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
<input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()			
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	
		(Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT LINE ITEMS

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), will issue a firm-fixed price contract for this requirement sought by this Request for Proposals. The contract schedule will establish the total price of the work to be performed and the price(s) for each contract line item(s) contained in the contract and will be in accordance with the pricing arrangements described in this section and other sections of the contract.

B.2 CONTRACT SCHEDULE

CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM DEVELOPMENT AND DELIVERY					
0001	Pre-Work Meeting	1	job	\$_____	\$_____
0002	EEBACS Main Component Interface			XXXXXXXXXXXXXXXXXXXXX	
0002AA	EEBACS Main Interface initial development	1	ea.	\$_____	\$_____
0002AB	EEBACS Main Interface delivery and testing	1	ea.	\$_____	\$_____
0002AC	EEBACS Main Interface final acceptance	1	ea.	\$_____	\$_____
0003	Design Component			XXXXXXXXXXXXXXXXXXXXX	
0003AA	Design Component initial development	1	ea.	\$_____	\$_____
0003AB	Design Component delivery and testing	1	ea.	\$_____	\$_____
0003AC	Design Component final acceptance	1	ea.	\$_____	\$_____
0004	Acquisition Component			XXXXXXXXXXXXXXXXXXXXX	
0004AA	Acquisition Component initial development	1	ea.	\$_____	\$_____
0004AB	Acquisition Component delivery and testing	1	ea.	\$_____	\$_____
0004AC	Acquisition Component final acceptance	1	ea.	\$_____	\$_____
0005	Construction Component			XXXXXXXXXXXXXXXXXXXXX	
0005AA	Construction Component initial development	1	ea.	\$_____	\$_____
0005AB	Construction Component delivery and testing	1	ea.	\$_____	\$_____

0005AC	Construction Component final acceptance	1	ea.	\$_____	\$_____
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0006	Administrative Component			XXXXXXXXXXXXXXXXXXXXX	
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0006AA	Administrative Component initial development	1	ea.	\$_____	\$_____
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0006AB	Administrative Component delivery and testing	1	ea.	\$_____	\$_____
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0006AC	Administrative Component final acceptance	1	ea.	\$_____	\$_____
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0007	System Delivery & Testing	1	ea.	\$_____	\$_____
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0008	Initial Training	1	ea.	\$_____	\$_____
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0009	Development of IT Security Plan	1	ea.	\$_____	\$_____
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Total System Development Costs for Evaluation Purposes: Sum of CLINs 0001 through 0009				XXXXXXXXXX	\$_____
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CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM MAINTENANCE		BASE YEAR**			
0010	Support			XXXXXXXXXXXXXXXXXXXX	

**Base year will be the first year after system development and acceptance.

0010AA	Telephone support, see Section C6.16	12	month	\$_____	\$_____
0010AB	Onsite support, see Section C6.16	12	month	\$_____	\$_____
0011	Change Management, Updates & Patches, and System Maintenance. This line item is intended to include all maintenance work required to maintain a fully operational system, see Section C6.12	12	month	\$_____	\$_____
0012	System Enhancements, see Section C.6.17	1000	hour	\$_____	\$_____

Total of CLINs 0010 through 0012 for evaluation purposes					\$_____
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CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM MAINTENANCE		OPTION YEAR 1**			
1010	Support			XXXXXXXXXXXXXXXXXXXX	

1010AA	Telephone support, see Section C6.16	12	month	\$_____	\$_____
1010AB	Onsite support, see Section C6.16	12	month	\$_____	\$_____
1011	Change Management, Updates & Patches, and System Maintenance. This line item is intended to include all maintenance work required to maintain a fully operational system, see Section C.6.12	12	month	\$_____	\$_____
1012	System Enhancements, see Section C.6.17	1000	hour	\$_____	\$_____

Total of CLINs 1010 through 1012 for evaluation purposes					\$_____
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CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM MAINTENANCE		OPTION YEAR 2			
2010	Support			XXXXXXXXXXXXXXXXXXXX	

2010AA	Telephone support, see Section C6.16	12	month	\$_____	\$_____
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2010AB	Onsite support, see Section C6.16	12	month	\$_____	\$_____
2011	Change Management, Updates & Patches, and System Maintenance. This line item is intended to include all maintenance work required to maintain a fully operational system, see Section C.6.12	12	month	\$_____	\$_____
2012	System Enhancements, see Section C.6.17	1000	hour	\$_____	\$_____

Total of CLINs 2010 through 2012 for evaluation purposes					\$_____
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CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM MAINTENANCE		OPTION YEAR 3			
3010	Support			XXXXXXXXXXXXXXXXXXXX	
3010AA	Telephone support, see Section C6.16	12	month	\$_____	\$_____
3010AB	Onsite support, see Section C6.16	12	month	\$_____	\$_____
3011	Change Management, Updates & Patches, and System Maintenance. This line item is intended to include all maintenance work required to maintain a fully operational system, see Section C.6.12	12	month	\$_____	\$_____
3012	System Enhancements, see Section C.6.17	1000	hour	\$_____	\$_____

Total of CLINs 3010 through 3012 for evaluation purposes					\$_____
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CLIN	Description	Quantity	Unit	Unit Price	Total Price
SYSTEM MAINTENANCE		OPTION YEAR 4			
4010	Support			XXXXXXXXXXXXXXXXXXXX	
4010AA	Telephone support, see Section C6.16	12	month	\$_____	\$_____
4010AB	Onsite support, see Section C6.16	12	month	\$_____	\$_____
4011	Change Management, Updates & Patches, and System Maintenance. This line item is intended to include all maintenance work required to maintain a fully operational system, see Section C.6.12	12	month	\$_____	\$_____
4012	System Enhancements, see Section C.6.17	1000	hour	\$_____	\$_____

Total of CLINs 4010 through 4012 for evaluation purposes					\$_____
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BASIS FOR PRICE EVALUATION

TOTAL OF SYSTEM DEVELOPMENT CLINS 0001-0009 \$ _____

SYSTEM MAINTENANCE BASE YEAR CLINS 0010-0012 \$ _____

SYSTEM MAINTENANCE OPTION YEAR 1 CLINS 1010-1012 \$ _____

SYSTEM MAINTENANCE OPTION YEAR 2 CLINS 2010-2012 \$ _____

SYSTEM MAINTENANCE OPTION YEAR 3 CLINS 3010-3012 \$ _____

SYSTEM MAINTENANCE OPTION YEAR 4 CLINS 4010-4012 \$ _____

GRAND TOTAL FOR EVALUATION PURPOSES	\$ _____
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SECTION C — DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

See attached Section C dated May 1, 2006.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING

Preservation, packing, and packaging of articles called for under this contract shall be in accordance with good commercial practices to assure delivery at destination in good condition.

D.2 MARKING REQUIREMENTS

For identification purposes, the outside packing container for each package shall be marked with the following information: complete destination, contract number, and name and address of the contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Incorporated by Reference – *See FAR Clause 52.252-2*)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	Inspection of Services – Fixed Price	Aug 1996

E.2 POINT(S) OF DELIVERY AND INSPECTION/ACCEPTANCE

The points of delivery set forth in Section C, are hereby designated as the places for final inspection and acceptance.

E.3 PERFORMANCE PERIOD FOR INSPECTION/ACCEPTANCE

Unless otherwise specified, inspection and final acceptance will be performed Monday through Friday, 7:00 am to 4:30 pm (local time in Denver, Colorado). Deliverables shall be due no later than Close of Business (4:30 pm, local time in Denver, Colorado) on the due date shown in the contract, otherwise the deliverables will be logged in the next day and considered late.

End of Section E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Incorporated by Reference – *See Clause 52.252-2*)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-14	Suspension of Work	Apr 1984
52.242-15	Stop Work Order, Alternate I (Apr 1984)	Aug 1989
52-242-17	Government Delay of Work	Apr 1984

F.2 MONTHLY PROGRESS REPORTS

A monthly progress report is required to be completed and submitted during the performance of this contract. As a minimum, the report will cover the following items:

- (1) The work performed during the previous month.
- (2) Significant findings, problems, delays, inclusions, events, trends, etc., of the reporting period which result from or affect the performance of the contract.
- (3) Detailed technical description of the work planned for the next reporting period.
- (4) Specific action required by the Government to assist in the resolution of a problem or to effect the timely progression of the contract.
- (5) Up-to-date schedules of the work performed and work to be performed on the contract.

F.3 MEETINGS AND ORAL PRESENTATIONS

The Contractor may be required to meet with the COTR at regular intervals to discuss the status of the work and make oral presentations. In addition, the Contractor may be required to meet with the COTR and other personnel engaged in the program at a location to be established by the COTR to discuss critical areas revealed by the Contractor's work.

End of Section F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The CO has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to a COTR.

Contracting Officer's Technical Representative: A COTR is designated by the CO. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms. *See TAR clause 1252.242-73, Contracting Officer's Technical Representative (Oct 1994)*

The physical and mailing address for the CO and COTR is:

Federal Highway Administration
Central Federal Lands Division
12300 West Dakota Avenue, Suite 167
Lakewood, Colorado 80228

End of Section G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT'S RIGHT TO PERFORM WORK

The Government reserves the right to accomplish any work within the scope of this contract either by Government personnel or by another separate contract(s) at the discretion of the CO.

H.2 SCHEDULE OF VALUES:

Request for progress payments shall be made on the basis of monthly itemized invoices submitted for completed work in accordance with prices and rates established in Section B of this contract . Invoices shall include a description of the work, personnel involved, the dates and hours worked based on hours on site, the total cost for the month including any travel. Pay requests shall also provide details of the scheduled value of each line item, previous billed amount, and payment being requested.

Contractor shall submit a schedule of values of certain contract line items (CLINs) such as Design Component Initial Development. Approval of this schedule of values would provide the basis for progress payments for that particular CLIN.

Payments shall not be made in excess of the fixed price per contract line item unless the Contracting Officer authorizes a revision in the ceiling price in writing.

H.3 HANDLING OF DATA

- (1) The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and to not:
 - (a) knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and
 - (b) use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.
- (2) In the event the work to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. The Contractor agrees that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

- (3) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing, that shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") documents received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after award.
- (4) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.
- (5) The Contractor agrees to include the substance of this requirement in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:
- (a) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
 - (b) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
 - (c) use of an alternate subcontract source would reasonably detract from the quality of effort;
 - (d) the Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.
- (6) Upon completion of all work under this contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO except as the CO specifically authorizes in writing. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations or combinations of such data or information that cannot reasonably be returned to the CO (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- (7) These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.
- (8) As used herein, the term "data" includes computer software and is defined in FAR clause 52.227-14, "Rights in Data – General."
- (9) The Contractor shall compile and maintain, for a minimum of 6 years 3 months after final payment, all reports, information and records, including electronic media, generated by the work described in this contract. These records shall be available to the FHWA or its designee for review and/or reproduction at reasonable times and at the Contractor's facility.

PART II

SECTION I - CONTRACT CLAUSES

I. 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Incorporated by Reference – *See FAR Clause 52.252-2*)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	July 2004
52.203-3	Gratuities	Apr1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restriction on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2005
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Oct 2003
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jan 1995
52.215-2	Audit and Records-Negotiation	Jun 1999
52.215-8	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Date	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions	July 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan Alternate II (Oct 2001)	July 2005
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-6	Drug-Free Workplace	May 2001
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights in Data – General	Jun 1987
52.229-3	Federal State and Local Taxes	Apr 2003
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Apr 1998

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-1	Payments	Apr 1984
52.232-9	Limitations on Withholding of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claim	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	Oct 2003
52.233-1	Disputes	Jul 2002
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity Of Services	Jan 1991
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes-Fixed Price Alternate III (Apr 1984)	Aug 1987
52.244-6	Subcontracts for Commercial Items	Feb 2006
52.246-4	Inspection of Services – Fixed-Price	Aug 1996
52.249-2	Termination for the Convenience of the Government (Fixed-Price)	Apr 1984
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

I. 2. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES
(Incorporated by Reference)

1252.242-71	Contractor Testimony	Oct 1994
1252.242-72	Dissemination of Contract Information	Oct 1994

I.3 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
(Provided in Full Text)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Division Engineer, CFLHD, and shall not be binding until so approved.

52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (5) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____ years. **This clause will be completed after negotiation of a delivery schedule and prior to contract award.**

52.239-1 Privacy or Security Safeguards (Aug. 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far/ .

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows: None,

52.252-6 Authorized Deviations in Clauses (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Transportation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.4 TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES (Provided in Full Text)

1252.237-70 Qualifications of Contractor Employees. (Apr 2005)

a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual's suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer.

Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that contractor employees are:

(1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

(2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

g. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

1252.237-73 Key Personnel (May 2005)

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

-
-
-

Contractor, Please Provide Names of Key Personnel.

1252.239-70 Security requirements for unclassified information technology resources (Apr 2005)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected

system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management.

(c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and

evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

1252.242-73 Contracting Officers Technical Representative (Oct 1994)

- (1) The CO may designate Government personnel to act as the COTR to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (2) The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
J-1	Small Business Subcontracting Plan (Sample subcontracting plan and FAR Clause 52.219-9 provided in full text)	10
J-2	On-Line ORCA Registration Instructions.....	3
J-3	Appendices to Scope of Work	131
J-4	Contractor Performance Evaluation Survey.....	2
J-5	Section C—DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	80

(The Small Business Subcontracting Plan will be incorporated by reference in the contract and will be filed in the contract file.)

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

Effective January 2005, offerors/bidders must submit Representations and Certifications online at www.bpn.gov. All offerors/bidders should submit/update this information at least annually. Refer to the Federal Acquisition Provision 52.204-8 *Annual Representations and Certifications* below. If you have previously accomplished your on-line registration and the NAICS code for this solicitation is different than the code listed in your online profile, please note the amended changes on the lines provided in the Provision below.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

REFER TO J-2 OF THIS SOLICITATION FOR ON-LINE REGISTRATION INSTRUCTIONS

**The North American Industry Classification System (NAICS) code for this acquisition is 541512.
The small business size standard is \$23.0 million.**

K.2. CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

When cost or pricing data are required, the contracting officer must require the contractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and must include the executed certificate in the contract file.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Contractor _____

Signature _____

Name _____

Title _____

Date of execution _____ ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

K.3 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data

or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data—General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]:—

o None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

o Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

End of Section K

SECTION L—INSTRUCTIONS TO OFFERORS

L1. GENERAL:

By submission of its offer in accordance with the instructions provided in this Section L, the offeror unconditionally assents to the terms and conditions in this solicitation document and in any attachments hereto. Unless this solicitation document expressly authorizes alternate proposals with respect to specific terms or conditions of the solicitation, an objection to any of the terms and conditions of this solicitation document shall constitute a deficiency that will render the offer unacceptable.

L2. SUBMISSION OF OFFERS:

1. Each offeror shall submit an offer that fully addresses the evaluation criteria contained in Section M of this solicitation and complies with the preparation and submission instructions contained in this Section. Offerors should carefully review this section and its relationship to Section M prior to commencing proposal preparation.

2. The offer shall consist of two separately bound volumes: Volume I, Technical Proposal, and Volume II, Price and Business Proposal. Contents of each proposal are set forth below. The packaging used in submitting the proposal must clearly identify the solicitation number and the date and local time specified in the solicitation for receipt of proposals. Offerors using commercial carriers should ensure that this information is marked on the outermost wrapper. Proposals should be submitted to the following address:

Federal Highway Administration
Central Federal Lands Highway Division
Attn: John Hunt
12300 West Dakota Avenue
Lakewood, CO 80228

L3. VOLUME I, TECHNICAL PROPOSAL: Volume I, Technical Proposal, shall be submitted in electronic (MS Word or Acrobat) format and paper. Volume I is to be submitted in an original and ten (10) paper copies. Volume I proposals are limited to 100 pages. See Section M, Evaluation Factors for Award for details of what is required to be submitted for each evaluation criteria.

1. **Criterion 1 – Technical Approach.**
2. **Criterion 2 – Experience on Similar Projects:**
3. **Criterion 3 - Past Performance:**

Past performance on contracts with the Federal Government, other public agencies, or private organizations will be considered. The past performance information submitted may be that of the offeror's firm or its proposed subcontractors. Subcontractor past

performance will only be considered if the past performance correlates to the work the subcontractor will be performing on the contemplated contract.

The Government reserves the right to limit the number of references it ultimately contacts and to contact references or use sources other than those provided by the offeror to obtain information related to past performance. Other sources include, but are not limited to, the Past Performance Information Retrieval System; Federal, State or local governmental agencies; and private sector businesses.

The attached "Contractor Performance Evaluation Survey" must be completed by offeror's client/customer and returned directly to the Central Federal Lands Highway Division (CFLHD) Contracting Office so that the Government can properly assess past performance. As stated in Section M, we require that at least three of these surveys be received from your clients/customers. The Performance Evaluation Surveys must be received in our office by the time designated for receipt of proposals.

These surveys are to be returned to the following address:

Federal Highway Administration
Central Federal Lands Highway Division
Attn: John Hunt
12300 West Dakota Avenue
Lakewood, CO 80228
Fax no. 720-963-3360

4. **Criterion 4 –Staffing and Key Personnel**

5. **Criterion 5--Contractor Capacity and Delivery Schedule**

L4. VOLUME II, PRICE AND BUSINESS PROPOSAL: Volume II shall be submitted in paper and electronic format (MS Word or Acrobat). Volume II is to be submitted in an original and three (3) copies and shall include the following:

1. **Standard Form 33, Solicitation, Offer, and Award,:** Complete blocks 12 through 18 only. An official having the authority to contractually bind the offeror's company must sign the SF 33 in accordance with the procedures prescribed in FAR 4.102.
2. **Acknowledgement of Amendments:** Acknowledge all solicitation amendments using one of the methods set forth in Block 11 of the amendment Standard Form 30.
3. **Section B, Contract Price Schedule:** Enter the proposed dollar amount for each line item in the price schedule, including any optional items, if applicable.
4. **Section K, Representations, Certifications,** and other statements of Offerors.

5. **Small Business Subcontracting Plan** (if applicable). The apparently successful firm, if a large businesses, must provide a subcontracting plan prior to award in accordance with clause FAR 52.219-09, Small Business Plan. This subcontracting plan is NOT required to be submitted with the initial proposal.

L5—EVALUATION AND AWARD PROCESS:

The Government will use a tradeoff process for this source selection. Award will be made to the responsible offeror whose offer conforms to the solicitation requirements and provides the best value to the Government considering the stated technical factors and price.

A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. The Government will not select an offeror for award on the basis of a superior evaluation of the technical proposal without concern for the associated price.

If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.

L6—PROVISIONS INCORPORATED BY REFERENCE:

52.215-1 Instructions to Offerors—Competitive Acquisition. (Jan 2004)

L7.—TYPE OF CONTRACT:

52.216-1 Type of Contract. (Apr 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

L8.—SERVICE OF PROTEST:

52.233-2 Service Of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue
Lakewood, CO 80228
Fax no. 720-963-3360

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (APR 2005)

All offers submitted in response to this solicitation must address the approach for completing the security plan and accreditation requirements in TAR clause [1252.239-70](#).

SECTION M — EVALUATION FACTORS FOR AWARD

M1. General

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation represents the best value to the Government, price, technical, and other factors considered.

M2. Evaluation and Award Process:

The Government will evaluate each offer on the basis of its written proposal. In making this evaluation, the Government will consider an offeror's knowledge of the statement of work in terms of concept, purpose, approach, importance, salient operational procedures, schedule and milestones, inherent problems, ideas for solution, and proposed technical architecture. The evaluation will also include an appraisal of the offeror's knowledge of the statement of work's relationship to logistics, database, management approach that includes the offeror's approach to quality control and quality assurance, staffing, and other information considered necessary to present an understanding and the offeror's ability to accomplish these services.

The Government will use a tradeoff process for this source selection. Award will be made to the responsible offeror whose offer conforms to the solicitation requirements and provides the best value to the Government based on the technical factors and price. Proposals will be evaluated by a Technical Evaluation Panel (TEP) against the criteria set forth in Section M. The TEP will evaluate price proposals independent of the technical evaluation. The TEP will not have access to price information until the technical evaluation process is complete.

A competitive range of highly qualified firms will be determined, after the conclusion of the initial technical and price evaluations. Firms in the competitive range will be expected to travel to Lakewood, Colorado to make an oral presentation to the Government evaluation panel. The results of these oral presentations will be used in making the final source selection decision.

Relative Importance of the Evaluation Factors. All evaluation factors other than price, when combined, are approximately equal to price.

M3. Evaluation Factors: Listed in descending order of importance.

- **Technical Approach:** Provide a comprehensive work plan and schedule including proposed key milestones for how you plan to complete the work detailed in this proposal. Describe, in detail, the recommended system architectural design, quality control plan, quality assurance procedures, work processes you plan to utilize, implementation plan, testing procedures, maintenance and support procedures, error detection, data backup and recovery, revision control procedures, training plan, security features and other details on how the system will be designed and developed. Ensure that the submitted comprehensive work plan showing a detailed project schedule can be utilized within the contract for delivery dates for tasks and progress payments.

- **Contractor Capacity and Delivery Schedule:** Provide information on availability and dedicated resources for work commencing no later than 30 days after contract award. Award is currently estimated to be made prior to September 30, 2006. The Government is interested in an early delivery of the EEBACS system and firms offering early delivery will receive additional weight in the evaluation. Propose a delivery schedule that is commensurate with the proposed software development methodology and project management plan that will provide a feasible early delivery date. Contractor Capacity and delivery schedule will be evaluated on reasonableness, timeliness, efficient use of resources as well as delivery date.
- **Experience on Similar Projects :** Provide evidence of documented and functioning (provide contact information for verification) programming similar to the IT work described in this proposal. Show experience with software intended to be used with EEBACS and note the software version utilized in the past projects.

Demonstrate expertise with the following:

- Developing WEB-based applications
- Developing and maintaining multi-tier applications
- Developing Oracle applications
- Database design and programming
- Developing secure applications
- Experience developing applications that must support users in multiple cities or states in addition to individual remote users.

Demonstrate experience and/or knowledge of the following:

- Oracle 10 and 9i
- Government Section 508 Accessibility requirements.
- Government security requirements.

If the offeror plans to use sub-contractors on the project, include the name of the subcontractor, information on their experience, and the work they will be performing.

- **Past Performance:**

The past performance of the offeror and/or its proposed subcontractors on projects similar in scope and complexity will be evaluated in the areas of quality, timeliness, and business relations. Offerors demonstrating a higher level of successful past performance in the evaluated areas will be more favorably rated. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably.

The offeror should disclose any instances in which its past performance on a particular contract may be considered by others to be less than fully satisfactory by attaching a narrative to the "Contractor Performance Evaluation Survey" form. The offeror should relate pertinent facts and circumstances and describe any remedial action taken or to be taken to correct the deficiency. Failure to disclose such instances may result in a determination that

the offeror has been less than candid, which could result in an unfavorable assessment of the offeror's past performance record.

The Government reserves the right to limit the number of references it ultimately contacts and to contact references or use sources other than those provided by the offeror to obtain information related to past performance. Other sources include, but are not limited to, the Past Performance Information Retrieval System; Federal, State or local governmental agencies; and private sector businesses. Limited exchanges between the Government and an offeror may occur to clarify the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond.

Provide a list of all, but no less than 3, contracts or subcontracts completed during the past five years for which you have performed similar work. The following information must be submitted on the attached "Contractor Performance Evaluation Survey":

1. Name of contracting activity
2. Contract number
3. Contract type
4. Total contract value
5. Contract work
6. Name of contracting officer, telephone and fax number and email address
7. Name of program manager, telephone and fax number and email address
8. Name of subcontractors
9. Utilization of small business, veteran-owned small business, service-disabled veteran owned small business, HUBZone small business, small disadvantaged small business, and women-owned small business concerns.
10. Experience with software that is being proposed for use for EEBAC development, including software versions utilized.

Past performance is a measure of the degree to which an offeror, or the offeror and its subcontractors, has satisfied its customers and complied with federal, state, and local laws and regulations. The Government will inquire about the following elements, which are of equal importance in relation to each other: (1) quality and timeliness of the offeror's work; (2) reasonableness of its prices, costs, and claims; (3) reasonableness of its business behavior including its willingness to cooperate and cooperation and effectiveness in solving problems; (4) concern for the interest of customers; (5) viability and (6) integrity. In the evaluation of the firm's past performance the government will contact former customers, government agencies, and other private and public sources of information.

Include past performance information on sub-contractors, if any that you plan on using on this contract. If the sub-contractor will be doing a large portion of the work they will be subject to the same past performance checks.

- **Staffing and Key Personnel:** Under this evaluation factor, the government will consider whether the key personnel and staffing proposed by the offer to perform the EEBAC

programming possess sufficient experience and expertise to successfully perform the work. For each key person proposed, the offeror must submit a resumes (no more than 2 pages) detailing the proficiency as required by the RFP. Resumes do not count against the 100 page proposal limit. Include the labor mix, level of effort (e.g. number of hours per labor category), and the qualifications of key personnel. Include information on any subcontractors that will be used on the project.

M.4. PRICE EVALUATION

Price will be evaluated as follows:

A price evaluation will be performed to determine the reasonableness of the proposed price(s). Reasonableness will be determined considering other competitive prices received, comparison to the independent Government estimate and comparison to industry standards. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately. The Government will not select an offeror for award on the basis of a superior evaluation of their technical proposal without concern for price.

M.5. Non Disclosure of Proposal Information: After receipt of proposals, no information about the number of offerors, identity of other offerors, content of other offerors' proposals, ranking of other offerors, and evaluation of other offerors will be divulged by the CFLHD office prior to award. Disclosure of this information prior to award is prohibited by the Federal Acquisition Regulations (FAR)15.505. Information disclosed after award will be in accordance with FAR 15.506 and other applicable laws and regulations.

M.6. 52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SMALL BUSINESS SUBCONTRACTING PLAN

SOLICITATION OR PROJECT # _____ DATE _____

Contractor's Name and Address:

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507.

1. (a) The following goals will be applicable to any contract awarded as a result of this solicitation.

	Dollars	% of (1)
(1) Total dollars planned to be subcontracted	_____	_____
(2) Total dollars planned to be subcontracted to Small Business Concerns (SB)	_____	_____
(3) Total dollars planned to be subcontracted to Small Disadvantaged Business Concerns (SDB)	_____	_____
(4) Total dollars planned to be subcontracted to Women-owned Small Business Concerns (WOSB)	_____	_____
(5) Total dollars planned to be subcontracted to HUBZone Small Business Concerns (HUB)	_____	_____
(6) Total dollars planned to be subcontracted to Veteran-owned/Service-disabled Veteran-owned Small Business Concerns (VET)/(SDVET)	_____	_____

In the event that you are not utilizing any of the above small business concerns, please state reason in section (b) below and describe method of determination.

- (b) Principal types of work to be subcontracted.

<u>Type of Work</u>	<u>Proposed Subcontractor</u> <u>If known</u>	<u>Type of Concern</u>					<u>Estimated</u> <u>Cost</u>
		<u>SB</u>	<u>SDB</u>	<u>WOSB</u>	<u>HUB</u>	<u>VET/SDVET</u>	

- (c) Do the above estimated costs include indirect costs? ☐ Yes ☐ No. If yes, describe the method used to determine the proportionate share of indirect costs to be included with (2) SB, (3) SDB, (4) WOSB, (5) HUB, and (6) VET/SDVET concerns.

- (d) The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established, how the SB, SDB, WOSB, HUB, and VET/SDVET small business concerns' capabilities were determined, and identification of source lists and organizations contacted to obtain SB, SDB, WOSB, HUB, and VET/SDVET sources.)

2. The following individual will administer the subcontracting program:

Name:

Title:

Address:

Telephone:

This individual's specific duties, as they relate to the firms' subcontracting program, are as follows:

General overall responsibility for review, monitoring, and execution of the plan, including but not limited to:

- (a) Obtaining SB, SDB, WOSB, HUB, and VET/SDVET small business sources from all possible sources.
- (b) Assuring inclusion of SB, SDB, WOSB, HUB, and VET/SDVET firms in all solicitations where applicable.
- (c) Attending or arranging for attendance at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (d) Conducting or arranging for the conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.
- (e) Monitoring attainment of proposed goals.
- (f) Reviewing solicitations to delete statements, clauses, and other provisions which may tend to prohibit SB, SDB, WOSB, HUB, and VET/SDVET participation.
- (g) To help develop new suppliers, the following duties are added to or deleted from those specified above:

The following efforts will be taken to assure that SB, SDB, WOSB, HUB, and VET/SDVET small business concerns will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made as follows:

- (i) contacts with minority and small business trade associations,
- (ii) contacts with business development organizations;
- (iii) attendance at small and minority business procurement conferences and trade fairs;
- (iv) sources will be requested from State highway department source lists and/or SBA's PRO-Net system at <http://pro-net.sba.gov/>.

(b) The following internal efforts will be made to guide and encourage buyers:

- (i) workshops, seminars, and training programs will be conducted;
- (ii) activities will be monitored to evaluate compliance with this subcontracting plan.

(c) SB, SDB, WOSB, HUB, and VET/SDVET small business concern source lists, guides, and other data identifying SB, SDB, WOSB, HUB, and VET/SDVET small business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

4. The bidder (offeror) agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 or in the case of a contract for the construction of any public facility, \$1,000,000, will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to the subcontractor facilities or reviews of applicable records and subcontracting program progress.
5. The bidder (offeror) agrees to cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder (offeror) with the subcontracting plan. Additionally, the bidder (offeror) agrees to assure that its subcontractors agree to submit Standard Forms 294 and 295.
6. The bidder (offeror) agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
 - (a) SB, SDB, WOSB, HUB, and VET/SDVET small business source lists, guides and other data identifying SB, SDB, WOSB, HUB, and VET/SDVET vendors.
 - (b) Organizations contacted for SB, SDB, WOSB, HUB, and VET/SDVET small business sources.

- (c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small businesses were solicited, and if not, why not; (2) whether small disadvantaged businesses were solicited, and if not, why not; (3) whether women-owned small businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether veteran-owned small businesses were solicited and if not, why not; (6) whether service-disabled veteran-owned small businesses were solicited and if not, why not, and reasons for the failure of solicited SB, SDB, WOSB, HUB, or VET/SDVET small businesses to receive the subcontract award.
- (d) Records to support other outreach efforts: contacts with Minority and Small Business Trade Associations, Business Development Organizations, and attendance at small and minority business procurement conferences and trade fairs.
- (e) Records to support internal activities to guide and encourage buyers: workshops, seminars, training programs, and monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support award data submitted to the Government to include name and address of subcontractor.
- (g) Records to be maintained in addition to the above are as follows:

7. The bidder (offeror) agrees to:

- (a) Assist SB, SDB, WOSB, HUB, and VET/SDVET small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the bidder's (offeror's) lists of potential SB, SDB, WOSB, HUB, and VET/SDVET small business subcontractors are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.
- (b) Provide adequate and timely consideration of the potentialities of SB, SDB, WOSB, HUB, and VET/SDVET small business concerns in all "make-or-buy" decisions.
- (c) Counsel and discuss subcontracting opportunities with representatives of SB, SDB, WOSB, HUB, and VET/SDVET small business firms.

Plan Prepared by: _____ Date _____
Contract Administration

TYPED NAME:

TITLE:

FIRM:

Plan Accepted by: _____ Date _____
FHWA - CFLHD Contracting Officer

52.219-9 Small Business Subcontracting Plan. (July 2005)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will-

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with-

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

Alternate I (Oct 2001)

Alternate II (Oct 2001). As prescribed in [19.708\(b\)\(1\)](#), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

NOTICE

Effective January 2005, all offerors for Federal projects must provide their representations and certifications electronically via the BPN website: www.bpn.gov. Refer to the Federal Acquisition Provision 52.204-8 Annual Representations and Certifications (Jan. 2005) in Section K, Page 42.

- Contractors must complete information in the Central Contractor Registration (CCR) site before entering the On-Line Representations and Certifications Application (ORCA).
- Contractors must wait 24 hours after submitting their CCR record to complete the ORCA questionnaire.
- Contractors must create a Marketing Partner Identification Number (MPIN) in CCR. Contractors will need their MPIN and Data Universal Numbering System (DUNS) to register in ORCA.
- If you are having trouble accessing the ORCA site, please contact the help desk for assistance at <http://orca.bpn.gov/feedback.aspx>
- If you are unable to provide your representations and certifications in ORCA, please notify this office at CFLContracts@fhwa.dot.gov no later than 7 prior to submission of your proposal.

VENDOR INSTRUCTIONS

Before you can enter ORCA you must:

- Have an active registration in Central Contractor Registration (CCR)
- Have the MPIN from your active registration
- Know your DUNS number

Registration in CCR: Before entering ORCA you must have an active registration in CCR. To determine if you have an active registration visit CCR's homepage at www.ccr.gov and click on "Search CCR" found on the left side of your screen. If you have an active registration, then you can begin your ORCA record. If you do not have an existing active registration in CCR, then complete one at this website before beginning your ORCA records. Reminder: There is no cost involved with registering in CCR. When registering in CCR make sure to use 2002 NAICS codes and not 1997 NAICS codes. You may begin your ORCA questionnaire 24 hours after submitting your CCR record. Twenty-four hours is needed because CCR data is used to feed basic company information into ORCA. To determine if your registration is activated, use the search function mentioned above.

Marketing Partner Identification Number (MPIN): The Marketing Personal Identification Number (MPIN) is a 9-character code containing at least one alpha character and one number (no special characters or spaces). The MPIN is created, by you, in your company's CCR record and acts as a password for other various government systems, including ORCA. The MPIN is the last data field in the "Points of Contact" section of the CCR registration. Once you have entered your new MPIN into CCR, it will take 24 to 48 hours to update. After that, you may begin your registration in ORCA. Go to www.ccr.gov if you need more information on setting up your MPIN.

If you are not registered in CCR, please go to www.ccr.gov and complete a registration. If you have an active registration but do not know your MPIN, please contact the person who submitted your company's CCR registration for the information. If you do not know whom that person is then contact the CCR helpdesk at 888-227-2423 for assistance.

In addition, a DUNS number is needed, in conjunction with the MPIN, to enter the ORCA system. If you have an active record in CCR then you have a DUNS number. You can view your active CCR record to determine your DUNS number, or if you have questions or problems with your DUNS please read the following:

***Data Universal Number System (DUNS) Number:** The Data Universal Numbering System (DUNS) number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). Call D&B at 1-866-705-5711 if you do not have a DUNS number. The process to request a DUNS number takes about 10 minutes and is free of charge. If you already have a DUNS number, the D&B representative will advise you over the phone.

DUNS +4: The use of DUNS+4 numbers to identify vendors is limited to identifying records for the same vendor at the same physical location. The +4 should only be used in ORCA if you registered your company that way in CCR.

HOW TO ENTER YOUR APPLICATION

- Start at <http://orca.bpn.gov>
- Enter your DUNS number and MPIN, click **“Submit”**
 - Please note that after 20 minutes of inactivity on one page your registration will time out and all data will be lost.
 - If you entered a valid DUNS number/MPIN combination, your existing information from CCR is pulled and displayed for your review.
 - Review the displayed CCR information. If correct, click **“Create ORCA Record”**.
 - If your CCR data is incorrect, then visit www.ccr.gov and update your registration. Reminder: updates to CCR take 24 to 48 hours to complete and be displayed on ORCA.
- Confirm your ORCA POC and change if necessary. Click **“Continue”**.
- Questionnaire begins. Answer all the questions. To have text you entered in the questionnaire saved in questionnaire click **“Add”**. Click **“Continue”** when finished.
 - In a few places throughout the questionnaire, you may find questions are marked with “Reserved”. Because of certain company, information provided in your CCR record the question normally asked is no longer applicable to you. Continue on to the next question.
- Review your answers by reading the actual FAR clauses that contain your responses. If you would like to make any changes click on the check box or displayed answer to be brought back to the original question. When finished making the changes click **“Continue”** to get back to the review.
 - Remember to review and click the check boxes on the read-only clauses of 52.203-11, 52.227-6, and 52.222-38. These are the first three clauses on the review page.
- When satisfied with all your answers, scroll to the bottom of the screen and be sure to certify that your answers are true by clicking the check box. When finished, click **“Submit Certification.”**
- Download a .pdf copy of your completed Reps and Certs record for your files.
 - Please note that the information stored in an active ORCA record is considered unrestricted and is searchable by the public using the DUNS number.

You will receive an email confirmation that you have registered your record. A record is active for 365 days. The vendor needs to update their record as necessary to reflect changes, but at least annually to ensure they are kept current, accurate and complete. The record is active for 365 days from date of submission or update.

You will be reminded of the renewal requirement 60 days, 30 days and 15 days before your record expiration via email. The notice will be forwarded to the ORCA POC designated in your company’s record.

(End of Attachment J2)

Attachment J-4

CONTRACTOR PERFORMANCE EVALUATION SURVEY

Contractor Name:_____

Contract Value_____

Contract No. : _____

Contract Type:_____

Name, phone & fax number, e-mail address of project/program manager:

1. Please describe the service/supply provided by the Contractor for your firm/agency.
2. Please provide ratings and comments regarding the Contractor's performance in each area below using the following ratings: Satisfactory (S), Marginal (M), or Unsatisfactory (U). **For ratings of "Unsatisfactory," please provide a brief explanation.**

	SATISFACTORY	MARGINAL	UNSATISFACTORY
<u>OVERALL PAST PERFORMANCE RATING</u>			
Please provide an overall rating of the contractor's past performance for the referenced contract/delivery order.			

a.) Quality & Timeliness of work:			
Conformance to contract requirements, appropriateness of personnel, accuracy of reports, and overall quality and timeliness of response. Did this firm meet interim milestones, reliable, responsive to technical and contractual direction as to scheduling?			

b.) Reasonableness of prices, costs, & claims:			
Were actual cost/rates reflect closely to negotiated cost/rates, adequate budgetary internal controls, current, accurate and complete billings			

c.) Business Behavior:			
Effective management, prompt notification of problems, reasonable/cooperative behavior, proactive, timely award and management of subcontracts, effective small business/small disadvantaged business subcontracting program and satisfaction with Contractor's service.			

d.) Customer Satisfaction:			
Please provide an overall rating of how satisfied you are with this firm, particularly regarding how the firm deals with day to day problems and issues and how timely they are resolved.			

e.) Viability and integrity of the firm:			
.			

Explanation of Unsatisfactory Ratings:

End of Attachment J-4